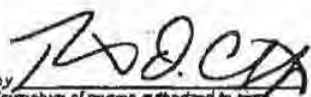


AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9		PAGE of PAGES 1 18	
2. CONTRACT (PROC. INST. IDENT.) NO. N66001-03-C-8031		3. EFFECTIVE DATE 01 JUL 2003		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section 1 G			
6. ISSUED BY 2211 SPAWAR SYSTEMS CENTER SAN DIEGO 53580 HULL STREET SAN DIEGO, CA 92152-5001 SUSAN K. JONES (619) 553-7835 jonessu@spawar.navy.mil		CODE N66001		6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE S2404A DCMA VIRGINIA 10800 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342 SCD: C PAS: (NONE)			
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) CELLPHIRE, LLC 620 BEULAH ROAD VIENNA VA 22180-3511 (703) 868-3050				8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below) 9. DISCOUNT FOR PROMPT PAYMENT N			
CAGE CODE 3DE38 FACILITY CODE				10. SUBMIT IN COPIES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO: THE ADDRESS: HOWN IN ITEM 12			
11. SHIP TO / MARK FOR See Section F		CODE		12. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT C PER P O BOX 182264 COLUMBUS OH 43218-2264 EFT: T		CODE HQ0338	
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION				14. ACCOUNTING AND APPROPRIATION DATA See Section G			
15A. ITEM NO See Section B		15B. SUPPLIES/SERVICES		16C. QUANTITY		16D. UNIT	
15C. TOTAL AMOUNT OF CONTRACT				\$2,505,160.00			
18. Table of Contents							
SEC	DESCRIPTION	PAGE(S)	SEC	DESCRIPTION	PAGE(S)		
	PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES			
✓ A	SOLICITATION/CONTRACT FORM	1	✓ I	CONTRACT CLAUSES	18		
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS	2		PART III - LIST OF DOCUMENTS, COMMENTS & ATTACHMENTS			
✓ C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	4	✓ J	LIST OF ATTACHMENTS	18		
✓ D	PACKAGING AND MARKING	5		PART IV - REPRESENTATIONS, CERTIFICATIONS, OTHER STATEMENTS OF OFFICERS TO AWARD			
✓ E	INSPECTION AND ACCEPTANCE	6	K	REPRESENTATIONS, CERTIFICATIONS, OTHER STATEMENTS OF OFFICERS TO AWARD			
✓ F	DELIVERIES OR PERFORMANCE	9	L	INSTRS., CONDS., AND NOTICES TO AWARD			
✓ G	CONTRACT ADMINISTRATION DATA	11	M	EVALUATION FACTORS FOR AWARD			
✓ H	SPECIAL CONTRACT REQUIREMENTS	14					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document). Your offer on solicitation number _____, including the additions or changes made by you, which additions or changes set forth in full all items listed above and on any continuation sheet, is hereby accepted as to contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) RICHARD O. CLIFF, PRESIDENT				20A. NAME OF CONTRACTING OFFICER JAMES E. SMITH JR			
19B. Name of Contractor		19C. Date Signed		20B. United States of America		20C. Date Signed	
by  (signature of person authorized to sign)		6/29/2003		(b)(6) (signature of Contracting Officer)		6-30-03	

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001			EST \$2,505,166.00
	<i>Noun:</i> R&D IAW THE SOW, DTD 11 APR 2003		
	<i>ACRN:</i> 9		
	<i>Contract type:</i> U - COST PLUS FIXED FEE		
	<i>Start Date:</i> 01 JUL 2003		
	<i>Completion Date:</i> 30 JUN 2005		
	<i>Descriptive Data:</i> Research and development efforts to conduct a series of experiments to expand the therapeutic benefits of dry state stabilized platelets with particular emphasis on the growth factor release and healing capacity of platelets in accordance with the Statement of Work, Attachment 1.		
	This contract is incrementally funded. The amount currently available for payment allotted to the contract is limited to (b)(4). It is estimated that these funds will cover the cost of performance through 21 Sep 2004. Subject to the Provision of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the Government for payment in excess of (b)(4) shall arise unless additional funds are incorporated by a modification to this contract.		
	Costing will be done on a first-in/first-out basis.		
	Quantity and Purchase Unit: 1 Lot		
	Period of Performance: 24 months, 1 Jul 2003 - 30 Jun 2005		
000101	<i>Noun:</i> Funding Info Only		
	<i>ACRN:</i> AA (b)(4)		
0002			NSP
	<i>Noun:</i> DATA IAW THE CDRLS, DTD 10 JUNE 2003		
	<i>ACRN:</i> U		
	<i>DD1423 is Exhibit:</i> A		
	<i>Contract type:</i> U - COST PLUS FIXED FEE		
	<i>Start Date:</i> ASREQ		
	<i>Completion Date:</i> ASREQ		
	<i>Descriptive Data:</i> Data in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, Section J, Exhibit A.		
	Quantity and Purchase Unit: NSP*		
	*Not Separately Priced		
	All contract CLINS 0001 & 0002's total value: (b)(4)		

PART 1 - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

OTHER CONTRACT CLAUSES

TYPE OF CONTRACT (OCT 1998)

Type contract: 'Cost-Plus-Fixed-Fee (Completion)'

COST-PLUS-FIXED-FEE (OCT 1998)

Estimated Cost: [REDACTED]

Fixed Fee: (b)(4) [REDACTED]

PAYMENT OF FIXED FEE ON COST-PLUS-FIXED-FEE (COMPLETION)
CONTRACTS (OCT 1998)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Administrative Contracting Officer, subject to the withholding provisions of the contract.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

OTHER CONTRACT CLAUSES

- (C.2) UNCLASSIFIED STATEMENT OF WORK (OCT 1998)
Attachment 'I, herein'
- (C.3) CONTRACTOR'S TECHNICAL PROPOSAL (MAY 1999)
Contractor's proposal (incorporated by reference) entitled: "The Development of
Stabilized Platelet Gels for Engineered Tissue Remodeling and Repair."
Pages 1-57, dated 23 May 2003. And revised proposal titled the same
Pages 1-28, dated 18 Jun 2003'

PART 1 - THE SCHEDULE
SECTION D - PACKAGING AND MARKING

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

OTHER CONTRACT CLAUSES

(D.1)

COMMERCIAL PACKAGING (OCT 1998)

Preservation, packaging, and packing shall provide adequate protection against physical damage during shipment for all deliverable items in accordance with standard commercial practices.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT – COST-REIMBURSEMENT
(MAY 2001)

(a) Definitions. As used in this clause-

"Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Work" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to replace or correct work not meeting contract requirements. Time devoted to the replacement or correction of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be determined as specified in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance work required to be replaced or

PART I - THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE

corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of any undelivered articles and shall have the right to make an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged the Contractor or to the reduction in fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.

(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.

(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000

MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Workflow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

C. OTHER CONTRACT CLAUSES

(E.1)

INSPECTION AND ACCEPTANCE (OCT 1998)

SECTION E N66001-03-C-8031

PART I - THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of any and all deliverables under this contract will be accomplished by the Contracting Officer or a designated representative.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15

STOP-WORK ORDER (AUG 1989) - ALTERNATE I (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Alternate I (APR 1984). If this clause is inserted in a cost-reimbursement contract, substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the Termination for Convenience of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

B. OTHER CONTRACT CLAUSES

PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

(F.1)

DELIVERY OF REPORTS (OCT 1998)

(i) *All data shall be delivered in accordance with the delivery schedule shown on the Contract Data Requirements List, attachments, or as incorporated by reference.*

(ii) *All reports and correspondence submitted under this contract shall include the contract number and project number and be forwarded prepaid. A copy of the letters of transmittal shall be delivered to the Procuring Contracting Officer (PCO) and Administrative Contracting Officer (ACO). The addresses are set forth on the contract award cover page. All other address(es) and code(s) for consignee(s) are as set forth in the contract or incorporated by reference.*

(F.2)

PERIOD OF PERFORMANCE (MAY 1999)

Work to commence 01 JUL 2003

Work to be completed no later than 30 JUN 2005

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA		(b)(4)

97 X4930 NH3P 000 77777 0 066001 2F 000000 1000002320AA

Funding breakdown: On CLIN 000101: (b)(4)

PR/MIPR: 3104-3581 (b)(4)

Descriptive data:

Tracking # 3104-3581

SAP PR # 1000002320

DUNS # 124674008

Cost: (b)(4)

Fixed Fee: (b)(4)

Total Cost: (b)(4)

DARPA INFORMATION

1) Document #	N0003903WXZZ223
AO #	P753/00
Program Element	0601101E
Fiscal Year	03/04
2) Document #	N0003903WXZZ224
AO#	P753/00
Program Element	0602383E
Fiscal Year	03/04

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

OTHER CONTRACT CLAUSES

- (G.4) **CONTRACTOR PAYMENT ADDRESS (OCT 1998)**
Contractor Payment Address:
Cellphire, LLC
620 Beulah Road,
Vienna, Va 22180-3511
INCREMENTAL FUNDING (OCT 1998)
Funds obligated: [REDACTED]
Estimated that funds are sufficient for contract performance through 21 SEP 2004
CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1998)
Contracting Officer's representative:
[REDACTED] (b)(6) Code D3501,
Phone #: 619-553-3889, E-mail: [REDACTED] (b)(6)
INVOICE INSTRUCTIONS (OCT 1998)
Invoice instructions: (a) "Invoice" as used in this clause includes Contractor requests for interim payments using public vouchers (SF 1034) but does not include Contractor requests for progress payments under fixed-price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four copies, to the contract auditor at the following address:

DFAS-Columbus Center
DFAS-CO/West Entitlement Operations
PO Box 182381
Columbus, OH 43218-2381

In addition, an information copy shall be submitted to the Contracting Officer's Representative (COR), as follows:

[REDACTED] (b)(6)
SPAWARSYSCEN San Diego
Code 23501, Location TS-194-205
53560 Hull Street
San Diego, CA 92152-5001.

Telephone: 619-553-3889
E-mail: [REDACTED] (b)(6)

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract

- (e) A DD Form 250, "Material Inspection and Receiving Report," is required only with final invoice.

- (f) A Certificate of Performance is not required.

- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINs/SLINs with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

OTHER CONTRACT CLAUSES

- (H.1) INCORPORATION OF SECTION K (OCT 1998)
Section K of the solicitation is hereby incorporated by reference.
- (H.2) SCIENTIFIC/TECHNICAL INFORMATION (OCT 1998)
If not already registered, the Contractor is encouraged to register for Defense Technical Information Center (DTIC) service by contacting the following:
- Defense Technical Information Center
Attn: Registration Section (DTIC-BCS)
8725 John J Kingman Rd, Ste 0944
Fort Belvoir, VA 22060-6218
(703) 767-8273 or 1-800-CAL-DTIC (255-3842), menu selection 2*
- To avoid duplication of effort and conserve scientific and technical resources, the Contractor is encouraged to search existing sources in DTIC to determine the current state of the art concepts, studies, etc.*
- (H.5) NONSTANDARD CLAUSE(S) (OCT 1998)
Enter nonstandard clauses 'See Section J, Attachment 3, Additional Clauses, attached herein'
- (H.7) INSURANCE CLAUSE IMPLEMENTATION (JUN 2001)
*Minimum kinds and amounts of insurance. '(1) Workers' compensation and employers' liability: minimum of \$100,000
(2) Comprehensive general liability: \$500,000 per occurrence
(3) Automobile liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage'*
- (H.8) PROTECTION OF HUMAN SUBJECTS (JUN 2001)
The Contractor shall comply, as appropriate, with the provisions of the following directives/regulations:
- (i) Department of Defense, Title 32, Code of Federal Regulations, Part 219 (32 CFR 219), "Protection of Human Subjects" and "Protection of Human Subjects in DoD Supported Research", August 1991;*
- (ii) DHHS Regulations, "Protection of Human Subjects" (45 CFR Part 46) of 19 August 1991; and*
- (iii) DoD Directive 3216.2, "Protection of Human Subjects in DoD Supported Research", 7 January 1983, as amended.*
- (H.9) PROTECTION OF LABORATORY ANIMALS (JUN 2001)
The Contractor shall comply, as appropriate, with the rule on animal acquisition, transport, care, handling, and use in:
- (i) 9 CFR parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156); and*
- (ii) the "Guide for the Care and Use of Laboratory Animals," National Institutes of Health Publication No. 86-23, Revised 1985.*

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

Contract Clauses in this section are from the FAR and Defense FAR Supplement and are current through:

RDSS/C Version 2002-05

L. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.215-02	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)
52.222-03	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-03	PATENT INDEMNITY (APR 1984)
52.228-07	INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.244-02	SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)
	Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'All Subcontracts'

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

	Para (k), Insert subcontracts which were evaluated during negotiations: 'Oregon Freeze Dry (not completed)'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUB CONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
52.247-01	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.252-02	CLAUSES INCORPORATED BY REFERENCE (FEB 1998) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 'http://www.rdss.osd.mil'
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)
52.215-02	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.216-08	FIXED FEE (MAR 1997)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) Para (l), Communications: 'Office of Patent Counsel, SPAWARSSYSCEN San Diego, Code 0012, 53510 Silver Gate Avenue, San Diego, CA 92152-5765, Telephone (619) 553-3001'
52.232-17	INTEREST (JUN 1996)
52.232-20	LIMITATION OF COST (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
52.232-25	PROMPT PAYMENT (FEB 2002)
52.233-01	DISPUTES (JUL 2002)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.243-02	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)
52.243-06	CHANGE ORDER ACCOUNTING (APR 1984)
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (JUN 2003)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995) Para (a), name of contracting agency(ies): 'United States Navy' Para (a), contract number(s): 'N66001-03-C-8031' Para (b), name of contracting agency(ies): 'United States Navy'
252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)
252.242-7000	POSTWARD CONFERENCE (DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (APR 2003)
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JUN 1995)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7034	PATENTS--SUBCONTRACTS (APR 1984)
252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.235-7002	ANIMAL WELFARE (DEC 1991)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	11	10 JUN 2003	CONTRACT DATA REQUIREMENTS LIST
ATTACHMENT 1	5	11 MAR 2003	SSC SD STATEMENT OF WORK
ATTACHMENT 2	2		MILE STONES CHART
ATTACHMENT 3	3	24 JUN 2003	ADDITIONAL CLAUSES

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U - CPFF		PAGE OF PAGES 1 of 2	
AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 24 MAR 2004		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY 222 CODE SPAWAR SYSTEMS CENTER SAN DIEGO 53560 HULL STREET SAN DIEGO, CA 92152-5001 ALTHEA KANEASTER 619-553-4461 Althea.Kaneaster@navy.mil		N66001		7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CELLPHIRE, LLC 620 BEULAH ROAD VIENNA VA 22180-3511 (703) 868-3050				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N66001-03-C-8031	
				X		10B. DATED (SEE ITEM 13) 01 JUL 2003	
CODE 3DE38		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE							
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A. X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority):							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page two.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF SIGNER (Type or print) JOHN J. BERLIN II Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6)		16C. DATE SIGNED 043004	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SCHEDULE OF CHANGES

The purpose of this modification is to incrementally fund the BasePeriod (CLINS 0001 and 0002) in the amount of (b)(4) as follows:

The Base Period is Incrementally funded. This modification is issued to provide incremental funding in the amount of (b)(4) the amount currently available for payment and allotted to the order is limited to (b)(4). Subject to the provisions of the clause entitled "Limitation of Cost" (FAR 52.232-20) of Section I of the Basic Contract, no legal liability on the part of the Government for payment in excess of (b)(4) shall arise unless additional funds are incorporated by a modification to this contract.

From (b)(4) By To

Increase Total Cost

This order is fully funded

Costing will be done on a first-in/first-out basis.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	CLIN Establish		EST (b)(4)
	Noun:	FUNDING INFO ONLY	
	Contract type:	U - COST PLUS FIXED FEE	
	Start Date:	ASREQ	
	Completion Date:	ASREQ	
000102	CLIN Establish		
	Noun:	Funding Info Only	
	ACRN:	AC (b)(4)	
	PR/MIPR:	4064-3581 (b)(4)	
ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data		Obligation Amount
AC	ACRN Establish		(b)(4)
	97 X4930 NH3P 000 7777 0 006600 2F 000000 1000002320AC		
	New ACRN Amount:	\$966,249.00	
	Funding breakdown:	On CLIN 000102: (b)(4)	
	PR/MIPR:	4064-3581 (b)(4)	
	Descriptive data:		
	SAP REQUISITION ITEM NUMBER:	1000002320	
	DUNS NUMBER:	124674008	
	DOC NO.	N0003904WXZZ128	
	AO NUMBER	P753/01	
	FISCAL YEAR:	04	
	PE NUMBER:	0602383E	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U - CPFF		PAGE OF PAGES 1 of 2		
AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 24 MAR 2004		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY 222 CODE N66001		7. ADMINISTERED BY (If other than Item 6) CODE S2404A					
SPAWAR SYSTEMS CENTER SAN DIEGO 53560 HULL STREET SAN DIEGO, CA 92152-5001 ALTHEA KANEASTER 619-553-4461 Althea.Kaneaster@navy.mil				DCMA VIRGINIA 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CELLPHIRE, LLC 620 BEULAH ROAD VIENNA VA 22180-3511 (703) 868-3050				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N66001-03-C-8031	
				X		10B. DATED (SEE ITEM 13) 01 JUL 2003	
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X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
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15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF SIGNER (Type or print)			
				JOHN J. BERLIN II Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
				(b)(6)		043004	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SCHEDULE OF CHANGES

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From By To
Increase Total Cost (b)(4)

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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	Noun:	Funding Info Only	
	ACRN:	AC (b)(4)	
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ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data		Obligation Amount
AC	ACRN Establish		(b)(4)
	97 X4930 NH3P 000 77777 0 006600 2F 000000 1000002320AC		
	New ACRN Amount:	(b)(4)	
	Funding breakdown:	On CLIN 000102: (b)(4)	
	PR/MIPR:	4064-3581 (b)(4)	
	Descriptive data:		
	SAP REQUISITION ITEM NUMBER: 1000002320		
	DUNS NUMBER: 124674008		
	DOC NO. N0003904WXZZ128		
	AO NUMBER P753/01		
	FISCAL YEAR: 04		
	PE NUMBER: 0602383E		